

MORTGAGE RECORD 75

153

Between
Provident Mutual Life Ins. Co.
And
William Grundmeier et al

AGREEMENT

State of Kansas Douglas Co. ss
Filed for record Jan 4, 1928
At 9:50 A.M.

John E. Wellman
Register of Deeds

3107
20.00
C

Agreement made and entered into this Fourth day of November A.D. 1927 by and between Provident Mutual Life Insurance Company of Philadelphia party of the first part, and William Grundmeier and Olga Grundmeier, husband and wife, parties of the second part.

Witnesseth, The parties of the second part are indebted to the party of the first part in the sum of Eight Thousand Dollars as evidenced by a certain note for Eight thousand Dollars given by John Stroda and Julia Stroda, his wife to Provident Mutual Life Insurance Company of Philadelphia the party of the first part, dated the Seventeenth day of February A.D. 1925 and secured by a Mortgage Deed of even date therewith, recorded in Book 64 of Mortgages page 29 of the Records of Douglas County, State of Kansas.

And Whereas, The parties of the second part desire to have the time for the payment of the said principal sum extended:

Now this Agreement Witnesseth, That the party of the first part, for and in consideration of the covenants hereinafter made by the parties of the second part, the prompt and faithful performance whereof is a condition precedent and time being of the essence of this contract hereby covenants and agrees to and with the parties of the second part, that the time of payment of the above mentioned principal sum be and it is hereby extended for five years from March 1, 1928 to March 1, 1933.

And the parties of the second part, for and in consideration of the extension above mentioned do hereby covenant and agree to and with the party of the first part.

1. That the parties of the second part will at the expiration of the term of said extension pay to the party of the first part the principal sum according to the tenor and effect of the principal note secured by said mortgage.

11. That the parties of the second part will pay to the party of the first part, from and after the said First day of March 1928 and during the term of said extension, interest on the said principal sum at the rate of five per centum per annum payable semi-annually on the First days of March and September of each year during said term, according to the tenor and effect of ten extension interest notes of even dates herewith.

111. That they will pay to the party of the first part the principal sum aforesaid, at the expiration of the term of said extension, and also the semi-annual instalments of interest thereon as hereinabove provided.

1V. That they will faithfully observe all the conditions contained in the said Note and Mortgage during the term of the said extension and until said debt is fully paid and satisfied, and that if said conditions, or any of them, are violated or broken, or default is made in the payment of any instalment of said interest when due, then the party of the first part, at its option, and without notice, may elect to declare said extension at an end, and thereupon this Agreement shall be null and void, and the party of the first part may resort at once to any or all of the remedies provided for in the said Note and Mortgage Deed, in the same manner and with like effect as if this Agreement had not been made; and that upon the occurrence of any such default in the payment of interest or other breach of condition in said Note and Mortgage from that time and thereafter, the rate of interest shall be ten per centum per annum on said principal sum.

Reference is hereby had to the Mortgage above described recorded in Book 64 of Mortgages at Page 29 of the Records of Douglas County, Kansas, and the same is hereby affirmed; and nothing herein shall be construed to release or discharge the said John Stroda and Julia Stroda from liability upon said Note or Mortgage, this instrument being taken as collateral and additional security thereto.

It is further understood and agreed that all the Covenants and Agreements hereinabove made, shall be equally binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns respectively of the said parties hereto,

In Witness Whereof, the party of the first part hath caused to be hereunto affixed its common or corporate seal, duly attested and the parties of the second part have hereunto set their hands and seals the day and year first above written.

In Presence of
Edw. Ramsey
Harry A. Christopher

corp seal

Provident Mutual Life Insurance Company
of Philadelphia.

By John Way
President
Attest: L.W. Allen
Assistant Treasurer

In Presence of
W.J. Rumold
H.L. Hibbs

William Grundmeier LS
Olga Grundmeier LS

State of Pennsylvania I
City and County of Philadelphia ISS

Be it known that on this Twenty eighth day of November A.D. 1927 before me a Notary Public in and for said County and State personally came John Way Vice President, and L.W. Allen, Assistant Treasurer of Provident Mutual Life Insurance Company of Philadelphia to me personally known to be the persons who executed the foregoing Agreement, and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned, and as the free act and deed of said Company, and that the corporate seal of said company was thereto affixed by its authority.

In Testimony Whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid I hereby certify that I am not a stockholder, Director or Officer of Provident Mutual Life Insurance Company of Philadelphia.

LS
My commission expires February 26, 1929.

Edward Ramsey
Notary Public, Philadelphia County
Pa.

State of Kansas Y
County of Dickinson ISS

Be it remembered, That on this 16th day of November A.D. 1927 before me the undersigned, a Notary Public duly appointed, commissioned and qualified in and for the County and State aforesaid, personally came William Grundmeier and Olga Grundmeier, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at Hope, Kansas.